

CONFIDENTIAL

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement ("Agreement") is entered into and effective as of May 31, 2006 ("Effective Date") by and between salesforce.com, inc., a Delaware corporation, having its principal place of business at The Landmark @ One Market, Suite 300, San Francisco, California 94105 ("SFDC") and The Computer Merchant, a Massachusetts corporation, having its principal place of business at 95 Longwater Circle, Norwell, MA 02061 ("Customer").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

"Customer Data" means all electronic data or information submitted by Customer to the Service.

"Order Form" means the ordering documents representing the initial purchase of the Service as well as any subsequent purchases agreed to between the parties in writing from time to time, that are executed hereunder and deemed incorporated into Exhibit A from time to time and that specify, among other things, the number of subscriptions ordered, the subscription term and the applicable fees.

"Service" means the online, Web-based customer relationship management service, including associated offline components, provided by SFDC via http://www.salesforce.com and/or other designated websites.

"User Guide" means the online user guide for the Service, accessible via http://www.salesforce.com, as updated from time to time.

"Users" means Customer's employees, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer (or by SFDC at Customer's request).

2. Service.

2.1 Provision of Service. SFDC shall make the Service available to Customer pursuant to the terms and conditions set forth in this Agreement and any and all Order Forms executed hereunder from time to time. During the term of this Agreement, (i) the Service shall perform materially in accordance with the User Guide, and (ii) the functionality of the Service will not be materially decreased from that available as of the Effective Date. Customer agrees that its purchase of subscriptions is not contingent upon the delivery of any future functionality or features nor is it dependent upon any oral or written public comments made by SFDC with respect to future functionality or features.

2.2 Additional Users. User subscriptions are for named Users and cannot be shared or used by more than one User but may be reassigned from time to time to new Users replacing former Users who have terminated an employment or some other prior relationship with Customer, changed job status or function, or otherwise no longer require ongoing use of the Service. Unless otherwise specified in the relevant Order

Form (i) additional User subscriptions must be added in minimum increments of 5 units; (ii) the term of the additional User subscriptions shall be coterminous with the expiration of the then current subscription term; and (iii) pricing for the additional User subscriptions shall be the same as that for the pre-existing subscriptions, prorated for the remainder of the then current subscription term.

3. Use of the Service.

3.1 SFDC Responsibilities. SFDC shall: (i) in addition to its confidentiality obligations under Section 6, not use, edit or disclose to any party other than Customer the Customer Data; (ii) maintain the security and integrity of the Service and the Customer Data; (iii) provide telephone and online standard support to Customer's Users, at no additional charge; and (iv) use commercially reasonable efforts to make the Service generally available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which SFDC shall give at least 8 hours notice via the Service and which SFDC shall schedule to the extent reasonably practicable during the weekend hours from 6:00 p.m. PT Friday to 3:00 a.m. PT Monday); or (b) any unavailability caused by circumstances beyond SFDC's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving SFDC employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within SFDC's possession or reasonable control, and network intrusions or denial of service attacks.

3.2 Customer Responsibilities. Customer is responsible for all activities that occur under Customer's User accounts. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify SFDC promptly of any such unauthorized use; and (iii) comply with all applicable local, state, federal, and foreign laws in using the Service and, if using the Service outside of the United States, not use the Service in a manner that would violate any federal or state laws of the United States if conducted therein.

3.3 Use Guidelines. Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or

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otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iv) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

3.4 Third-Party Providers. Certain third-party providers, some of which may be listed on pages within SFDC's website, offer products and services related to the Service, including implementation, customization and other consulting services related to customers' use of the Service and applications (both offline and online) that work in conjunction with the Service, such as by exchanging data with the Service or by offering additional functionality within the user interface of the Service through use of the Service's application programming interface. SFDC does not warrant any such third-party providers or any of their products or services, whether or not such products or services are designated by SFDC as "certified," "validated" or otherwise. Any exchange of data or other interaction between Customer and a third-party provider, and any purchase by Customer of any product or service offered by such third-party provider, is solely between Customer and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Service) may be offered by SFDC to Customer, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by Customer in connection with a separate purchase by Customer of such additional functionality. Customer's use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this Agreement.

3.5 Privacy Statement. SFDC's privacy statement is set forth in Exhibit B and incorporated herein by this reference.

3.6 Publicity. Neither party may issue press releases relating to this Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors in accordance with the other party's standard guidelines.

4. Fees & Payment.

4.1 User Fees. Customer shall pay all fees specified in all executed Order Forms hereunder. Except as otherwise provided, all fees are quoted in United States dollars. Fees are based on the number of User subscriptions purchased in the relevant Order Form, not the extent of actual usage. Except as otherwise provided, fees are non-refundable, and the number of subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. Because fees are based on monthly units, fees for subscriptions purchased in the middle of a monthly period will be charged for that monthly period in full and going forward based on the number of monthly periods remaining in the subscription term.

4.2 Invoicing & Payment. Fees for the Service will be invoiced in advance and otherwise in accordance with the terms set forth in the relevant Order Form. Unless otherwise stated in the Order Form, charges are due net 30 days from the invoice date. Unless otherwise stated in the Order Form, all payments made under this Agreement shall be in United States dollars.

4.3 Overdue Payments. Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at SFDC's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

4.4 Suspension of Service. If Customer's account is 30 days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, SFDC reserves the right to suspend the Service provided to Customer, without liability to Customer, until such amounts are paid in full.

4.5 Taxes. Unless otherwise stated, SFDC's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on SFDC's income. If SFDC has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides SFDC with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.6 Billing and Contact Information. Customer shall maintain complete and accurate billing and contact information on the Service at all times.

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5. Proprietary Rights.

5.1 Reservation of Rights. Customer acknowledges that in providing the Service, SFDC utilizes (i) the salesforce.com name, the salesforce.com logo, the salesforce.com domain name, the product and service names associated with the Service, and other trademarks and service marks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "SFDC Technology") and that the SFDC Technology is covered by intellectual property rights owned or licensed by SFDC (collectively, "SFDC IP Rights"). Other than as expressly set forth in this Agreement, no license or other rights in or to the SFDC Technology or SFDC IP Rights are granted to Customer, and all such licenses and rights are hereby expressly reserved.

5.2 License Grant. SFDC grants Customer and its Users a worldwide, non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), non-sublicenseable right to access and use the Service in accordance with the terms of this Agreement.

5.3 Restrictions. Customer shall not (i) modify, copy or create derivative works based on the Service or SFDC Technology; (ii) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; or (iii) disassemble, reverse engineer, or decompile the Service or SFDC Technology, or access it in order to (A) build a competitive product or service, (B) build a product or service using similar ideas, features, functions or graphics of the Service, or (C) copy any ideas, features, functions or graphics of the Service. Subsections 5.3 (i) and (ii) shall not be interpreted to prohibit Customer from integrating the Service with other applications, including those provided by third parties.

5.4 Customer Data. As between SFDC and Customer, all Customer Data is owned exclusively by Customer. Customer Data shall be considered Confidential Information subject to the terms of this Agreement. SFDC may access Customer's User accounts, including Customer Data, solely to respond to service or technical problems or at Customer's request.

5.5 Suggestions. SFDC shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests,

feedback, recommendations or other information provided by Customer or its Users relating to the operation of the Service.

6. Confidentiality.

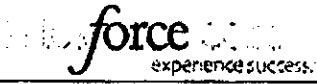
6.1 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Order Forms hereunder), the Customer Data, the Service, the SFDC Technology, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

6.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

6.3 Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information.

6.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 6, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such

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acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

7. Warranties & Disclaimers.

7.1 Warranties. Each party represents and warrants that it has the legal power to enter into this Agreement. SFDC represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) it owns or otherwise has sufficient rights to the Service and the SFDC Technology to grant the rights and licenses granted herein; and (iii) the Service and SFDC Technology do not infringe any intellectual property rights of any third party.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SFDC MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. SFDC HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. Mutual Indemnification.

8.1 Indemnification by SFDC. Subject to this Agreement, SFDC shall defend, indemnify and hold Customer harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes the intellectual property rights of a third party; provided, that Customer (a) promptly gives written notice of the Claim to SFDC; (b) gives SFDC sole control of the defense and settlement of the Claim (provided that SFDC may not settle or defend any Claim unless it unconditionally releases Customer of all liability); and (c) provides to SFDC, at SFDC's cost, all reasonable assistance.

8.2 Indemnification by Customer. Subject to this Agreement, Customer shall defend, indemnify and hold SFDC harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with Claims made or brought against SFDC by a third party alleging that the Customer Data or Customer's use of the Service (as opposed to the Service itself) infringes the intellectual property rights of, or has otherwise harmed, a third party; provided, that SFDC (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and

settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases SFDC of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

9. Limitation of Liability.

9.1 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER OF \$500,000 OR THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER HEREUNDER.

9.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

9.3 Limitation of Action. Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than two (2) years after the cause of action has accrued.

10. Term & Termination.

10.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2 Term of User Subscriptions. User subscriptions commence on the start date specified in the relevant Order Form and continue for the subscription term specified therein. User subscriptions shall automatically renew for additional periods of one (1) year at the list price in effect at the time of renewal unless Customer gives SFDC notice of termination at least 30 days prior to the end of the relevant subscription term.

10.3 Termination for Cause. A party may terminate this Agreement for cause: i) upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other

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party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer, SFDC shall refund Customer any prepaid fees for the remainder of the subscription term after the date of termination.

10.4 Outstanding Fees. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to SFDC prior to the effective date of termination.

10.5 Return of Customer Data. Upon request by Customer made within 30 days of the effective date of termination, SFDC will make available to Customer for download a file of Customer Data in comma separated value (.csv) format. After such 30-day period, SFDC shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.

10.6 Surviving Provisions. The following provisions shall survive any termination or expiration of this Agreement: Sections 4, 5 (excluding Section 5.2), 6, 7, 8, 9, 10 and 11.

11. General Provisions.

11.1 Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.2 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.3 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the second business day after sending by email. Notices to SFDC shall be addressed to the attention of its VP, Finance – Worldwide Sales Operations, with a copy to its General Counsel. Notices to Customer are to be addressed "Attn: _____".

11.4 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

11.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement together with all rights and obligations hereunder, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.7 Governing Law. This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules.

11.8 Venue. The state and federal courts located in San Francisco County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

11.9 Export Control Laws. Each party shall comply with all United States and foreign export control laws or regulations applicable to its performance under this Agreement.

11.10 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms executed hereunder, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict between the provisions in this Master Subscription Agreement and any exhibit or addendum hereto, or Order Form executed hereunder, the terms of such exhibit, addendum or Order Form shall prevail to the extent of any inconsistency. Notwithstanding any language to the contrary

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therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

11.11 Counterparts. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date:

SALESFORCE.COM, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

CUSTOMER

By: Angela M Powell

Print Name: Angela M. Powell

Title: VP/CEO

Date: 5/31/06

EXHIBITS

Exhibit A: Order Forms

Exhibit B: Privacy Statement

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EXHIBIT A
Order Forms

(to be attached hereto and incorporated herein from time to time upon execution)

CONFIDENTIAL**MASTER SUBSCRIPTION AGREEMENT****EXHIBIT B**
Privacy Statement

Reproduced by Request of TRUSTe

Privacy Statement Reproduced by request of TRUSTe. Salesforce.com, inc., including salesforce.com Sàrl and other subsidiaries (collectively, "salesforce.com"), is a licensee of the TRUSTe Privacy Program. TRUSTe is an independent, nonprofit organization whose mission is to build users' trust and confidence in the Internet by promoting the use of fair information practices. Because this web site wants to demonstrate its commitment to your privacy, it has agreed to disclose its information practices and have its privacy practices reviewed for compliance by TRUSTe.

Any information you provide will be treated in accordance with Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (the "EU Data Protection Directive"), and any implementing and/or amending legislation as may be adopted in EU Member States from time to time, as well as the Swiss Data Protection Act of 19 June 1999 and any implementing and/or amending legislation that may be adopted from time to time.

This Privacy statement complies with the Safe Harbor framework under the EU Data Protection Directive. In addition, salesforce.com self-certifies compliance with the Safe Harbor framework to the U.S. Department of Commerce.

Downloadable Software Disclaimer: The TRUSTe program covers only information that is collected through this Web site, and does not cover information that may be collected through software downloaded from the site.

If you have questions or concerns regarding this statement, you should first contact salesforce.com's security administrator by email at security@salesforce.com. If you do not receive acknowledgment of your inquiry or your inquiry has not been satisfactorily addressed, you should then contact TRUSTe http://www.truste.org/consumers/watchdog_complaint.php. TRUSTe will then serve as a liaison with the Web site to resolve your concerns.

Salesforce.com Privacy Statement:

Salesforce.com has created this privacy statement ("Statement") in order to demonstrate our commitment to customer privacy. Privacy on the salesforce.com web site (the "Site") is of great importance to us. Because we gather important information from our visitors and customers, we have established this Statement as a means to communicate our information gathering and dissemination practices. We reserve the right to change this Statement and will provide notification of the change at least thirty (30) business days prior to the change taking effect. To be effective, the change must first also be approved by TRUSTe, and will include directions on how users may respond to the change.

Collected Information:

We require customers who register to use the services offered on our Site (collectively, the "Service") to give us contact information, such as their name, company name, address, phone number, and e-mail address, and financial qualification and billing information, such as billing name and address, credit card number, and the number of users within the organization that will be using the Service. At the time you express interest in attaining additional information, or when you register for the Service, we may also ask for additional personal information, such as title, department name, fax number, or additional company information, such as annual revenues, number of employees, or industry. Customers can opt out of providing this additional information by not entering it when asked. Customers can update or remove their personal information at any time by logging into the Website and editing their Personal Information within Setup. Customers can view their updated profile to confirm their edits have been made.

Salesforce.com uses the information that we collect to set up the Service for individuals and their organizations. We may also use the information to contact customers to further discuss customer interest in our company, the Service that we provide, and to send information regarding our company or partners, such as promotions and events. Customers are invited to receive an email newsletter by providing an email address. Customer email addresses and any personal customer information will not be distributed or shared with third parties. Customers can opt out of being contacted by us, or receiving such information from us, at any time by sending an email to support@salesforce.com. Separately, customers are also asked to provide an email address when registering for the Service, in order to receive a username and password. We may also email information regarding updates to the Service or company, and will send a Customer Newsletter. Again, email will not be distributed or shared and customers can opt out of receiving any communication by emailing support@salesforce.com at the time it is distributed, or at the time any customer registers for the Service.

Except as we explicitly state at the time we request information, or as provided for in the salesforce.com Master Subscription Agreement, we do not disclose to third parties the information provided. All financial and billing information that we collect

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through the Site is used solely to check the qualifications of prospective customers and to bill for the Service. This billing information is not used by salesforce.com for marketing or promotional purposes. Salesforce.com uses a third-party intermediary to manage the credit card processing. This intermediary is solely a link in the distribution chain, and is not permitted to store, retain, or use the information provided, except for the sole purpose of credit card processing. Other third parties, such as content providers, may provide content on the web Site but they are not permitted to collect any information nor does salesforce.com share user information with these parties.

Customers of the Service will be using the Site to host data and information ("Data"). Salesforce.com will not review, share, distribute, print, or reference any such Data except as provided in the salesforce.com Master Subscription Agreement, or as may be required by law. Individual records may at times be viewed or accessed only for the purpose of resolving a problem, support issue, or suspected violation of the Master Subscription Agreement, or as may be required by law. Of course, customers are responsible for maintaining the confidentiality and security of their user registration and password.

Salesforce.com may also collect certain information from visitors to and customers of the Site, such as Internet addresses. This information is logged to help diagnose technical problems, and to administer our Site in order to constantly improve the quality of the Service. We may also track and analyze non-identifying and aggregate usage and volume statistical information from our visitors and customers and provide such information to third parties.

If a user elects to use our referral service for informing a friend about our site, we ask them for the friend's name and email address. Salesforce.com will automatically send the friend a one-time email inviting them to visit the site. Salesforce.com does not store this information.

Cookies:

When you interact with the salesforce.com Website we strive to make that experience easy and meaningful. When you come to our Web site, our Web server sends a cookie to your computer. Cookies are files that Web browsers place on a computer's hard drive and are used to tell us whether customers and visitors have visited the Site previously.

Standing alone, cookies do not identify you personally. They merely recognize your browser. Unless you choose to identify yourself to salesforce.com, either by responding to a promotional offer, opening an account, or registering for a 30-day Test Drive, you remain anonymous to salesforce.com. Cookies come in two flavors: session and persistent-based. Session cookies exist only during an online session. They disappear from your computer when you close your browser software or turn off your computer. Persistent cookies remain on your computer after you've closed your browser or turned off your computer. They include such information as a unique identifier for your browser.

Salesforce.com uses session cookies containing encrypted information to allow the system to uniquely identify you while you are logged in. This information allows salesforce.com to process your online transactions and requests. Session cookies help us make sure you are who you say you are after you've logged in and are required in order to use the salesforce.com application. Salesforce.com uses persistent cookies, that only salesforce.com can read and use, to identify the fact that you are a salesforce.com customer or prior salesforce.com Website visitor (whatever the case may be). We are especially careful about the security and confidentiality of the information stored in persistent cookies. For example, we do not store account numbers or passwords in persistent cookies. Users who disable their Web browsers' ability to accept cookies will be able to browse our Website but will not be able to successfully use our Service.

Third Party Cookies: We may from time to time engage third parties to track and analyze non-personally identifiable usage and volume statistical information from visitors to our website to help us administer our website and improve its quality. Such third parties may use cookies to help track visitor behavior. Such cookies will not be used to associate individual website visitors to any personally identifiable information. All data collected by such third parties on behalf of salesforce.com is used only to provide us with information on site usage and is not shared with any other third parties.

Third-Party Sites:

The Site contains links to other web sites. Salesforce.com is not responsible for the privacy practices or the content of these other web sites. Customers and visitors will need to check the policy statement of these others web sites to understand their policies. Customers and visitors who access a linked site may be disclosing their private information. It is the responsibility of the user to keep such information private and confidential.

Security:

Our Site has security measures in place to help protect against the loss, misuse, and alteration of the Data under our control. When our Site is accessed using Netscape Navigator, or Microsoft Internet Explorer versions 5.5 or higher, or Mozilla Firefox 1.0, Secure Socket Layer (SSL) technology protects information using both server authentication and data encryption to help ensure that Data is safe, secure, and available only to you. Salesforce.com also implements an advanced security

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method based on dynamic date and encoded session identifications, and hosts the Site in a secure server environment that uses a firewall and other advanced technology to prevent interference or access from outside intruders. Finally, salesforce.com provides unique user names and passwords that must be entered each time a customer logs on. These safeguards help prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of Data.

Opt-Out Policy:

Salesforce.com offers its visitors and customers a means to choose how we may use information provided. If, at any time after registering for information or ordering the Service, you change your mind about receiving information from us or about sharing your information with third parties, send us a request specifying your new choice. Simply send your request to support@salesforce.com.

Correcting & Updating Your Information:

If customers need to update or change registration information they may do so by editing the user or organization record. To update a User Profile, log on to salesforce.com and select Setup to add or update information. To update Organization's data, log on to salesforce.com and select Organization Setup. To update billing information please email support@salesforce.com or call 415-901-7010. To discontinue the Service and to have data returned, email support@salesforce.com or call 415-901-7010. Salesforce.com will respond to your correction or update request within at most 30 days from the date of your request.

Additional Information:

Questions regarding this Statement or the practices of this Site should be directed to salesforce.com's Security Administrator by e-mailing such questions to security@salesforce.com or by regular mail addressed to salesforce.com, Inc., Attn: Security Administrator, The Landmark @ One Market, Suite 300, San Francisco, CA 94105.